

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR DEPARTMENT PUBLIC WORKS

PROJECT MANUAL:
SUPPLY & DELIVER STREET SWEEPER
INVITATION FOR BID #14-19

Bid Opening Date: September 13, 2013 at 10:30 a.m.

AUGUST 2013
Setti D. Warren, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #14-19**

The City of Newton invites sealed bids from Contractors for:

SUPPLY & DELIVER STREET SWEEPER

Bids will be received until: **10:30 a.m., Friday, September 13, 2013**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at : www.newtonma.gov/bids or for pickup at the Purchasing Department after **10:00 a.m., August 29, 2013.**

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

The City is seeking bids for a Street Sweeper for the Department of Public Works conforming to the specifications at pp. 8-19 below. The said vehicle shall be delivered by the company within approximately **90 business days** following notice of award. **This will be a one-time purchase. The winning contractor will receive a Purchase Order for this item.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Invitations for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Nicholas Read
Chief Procurement Officer
August 29, 2013

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands these Bidding Documents, Contract Forms, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by Friday, **September 6, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-19**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#14-19**
 - * NAME OF PROJECT: **SUPPLY & DELIVER STREET SWEEPER**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award one contract to the lowest responsive and responsible Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #14-19

- A.** The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & DELIVER STREET SWEEPER

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- C.** The Bidder proposes to supply and deliver a Street Sweeper according to the Specifications below at the following price, FOB Delivered Newton, MA:

SUPPLY & DELIVER STREET SWEEPER

\$ _____

AND (Price In Words) _____

COMPANY: _____

State Delivery Time (number of calendar days after receipt of order): _____

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Specification Sheets, 12 pages
- ☐ Bidder's Qualification s and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

THREE WHEEL BROOM STREET SWEEPER WITH BELT CONVEYOR

WITH THE FOLLOWING SPECIFICATIONS

COMPLY

Yes No

1.0 INTENT

It is the intent of the specification to provide for the purchasing of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.

. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor informality. A contract will be awarded to the responsive and responsible bidder submitting the lowest bid.

2.0 EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is consistent with these specifications. Decisions of consistency will be at the sole interpretation of the Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish consistency. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

3. INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing.

4.0 GENERAL

The specification herein states the minimum requirements. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Any bid will be considered “irregular” or “non-responsive” that is not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable a reasonable determination of compliance to the specification.

It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

COMPLY
Yes No

5.0 CHASSIS

- | | | |
|---|-----|-----|
| 5.1 Configuration shall be three wheel, rear steer. Front steer configuration shall not be acceptable. | ___ | ___ |
| 5.2 For safety, steering strut shall have dual tires.
Single tire steer wheels shall not be acceptable in case of flat tire. | ___ | ___ |
| 5.3 To protect the target vehicle receiving the hopper discharge
sweeper shall have permanently fixed heavy duty steel bumpers
with rubber padding, capable of limiting the forward movement of
the sweeper before the sweeper drive wheels or chassis can impact
the target vehicle. | ___ | ___ |
| 5.4 For maximum strength, chassis shall be fully welded; formed
channel and boxed tube style. Bolt together chassis shall not be
acceptable due to limited structural strength. | ___ | ___ |
| 5.5 Chassis shall have front and rear tow hooks. | ___ | ___ |
| 5.6 Engine compartment cover shall have two raising assist cylinders. | ___ | ___ |
| 5.7 Rear Axle shall be strut type, having a minimum capacity of 7,400 lbs. | ___ | ___ |
| 5.8 Front axles shall be stub type, each having a minimum capacity of
10,000 lbs. | ___ | ___ |
| 5.9 Cab interior environment shall be fully conditioned by fresh air
heater / pressurizer / defroster with adjustable vents. | ___ | ___ |

COMPLY
Yes No

6.0 CHASSIS ENGINE

- | | | |
|---|-----|-----|
| 6.1 Diesel engine shall be 4 cylinder, turbocharged, dynamically counter
balanced, 276 cu/in.. Engine shall have EPA
Tier 3 emissions and be capable of operating on biodiesel up to B20. | ___ | ___ |
| 6.2 Horsepower rating shall be 74 HP @ 2500 RPM. | ___ | ___ |

- | | | | |
|-----|---|-----|-----|
| 6.3 | Engine shall be rubber mounted. | ___ | ___ |
| 6.4 | For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners. | ___ | ___ |
| 6.5 | Air cleaner shall be dual element safety dry-type. | ___ | ___ |
| 6.6 | Anti-freeze/water mixture shall be rated at -20 degrees. | ___ | ___ |
| 6.7 | Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons. | ___ | ___ |
| 6.8 | For operator safety in the event of engine cutout, steering system shall have a manual override. | ___ | ___ |
| 6.9 | An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur. | ___ | ___ |

COMPLY
Yes No

7.0 HYDROSTATIC TRANSMISSION

- | | | | |
|-----|--|-----|-----|
| 7.1 | Pump shall be variable displacement with separate variable displacement wheel drive motors. | ___ | ___ |
| 7.2 | Power shall be evenly distributed through planetary torque hubs. | ___ | ___ |
| 7.3 | Power shall be transferred from wheel drive motors to planetary torque hubs without side loading. | ___ | ___ |
| 7.4 | Single foot pedal shall automatically produce required torque at a Set pressure. | ___ | ___ |
| 7.5 | To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator. | ___ | ___ |
| 7.6 | Single foot pedal shall control both forward and reverse directions. | ___ | ___ |

COMPLY
Yes No

8.0 TIRES AND WHEELS

- | | | | |
|-----|--|-----|-----|
| 8.1 | Front drive tires shall be tubeless radial tires, 11R22.5 (14 Ply Rated) mounted on disc wheels. | ___ | ___ |
| 8.2 | Dual rear tires shall be tubeless radial tires, 10R17.5 (16 Ply Rated) 15 mounted on disc wheels. | ___ | ___ |
| 8.3 | To reduce chassis fatigue, sweeper shall be equipped with fully sprung guide wheel strut utilizing two large heavy duty springs. | ___ | ___ |

COMPLY
Yes No

9.0 BRAKES

- | | | | |
|-----|--|-----|-----|
| 9.1 | Service brakes shall be full power, hydraulically applied, twin-caliper disk type. | ___ | ___ |
| 9.2 | For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The O has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted. | ___ | ___ |
| 9.3 | For safety, loss of engine power shall not automatically engage brakes. | ___ | ___ |
| 9.4 | For safety, loss of hydraulic power shall not automatically engage brakes. | ___ | ___ |
| 9.5 | For safety, neither brake engagement nor disengagement shall be dependent upon the engine running. | ___ | ___ |
| 9.6 | For safety, neither break engagement nor disengagement shall be dependent on any electrical circuit. | ___ | ___ |
| 9.7 | To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle. | ___ | ___ |
| 9.8 | Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit. | ___ | ___ |

COMPLY
Yes **No**

10.0 CAB

- | | | | |
|------|---|-----|-----|
| 10.1 | To maximize operator visibility, cab glass area shall be not less than 8,000 square inches. | ___ | ___ |
| 10.2 | For safety and maximum operator visibility, doors shall be all glass. And capable of latching completely sealed and 6" open for flow through ventilation. | ___ | ___ |
| 10.3 | Front windows shall be tinted. Front window area shall be a minimum of 2,200 square inches for optimum forward visibility. | ___ | ___ |
| 10.4 | For safety, minimum cab visibility shall be approximately 360° without using mirrors. | ___ | ___ |
| 10.5 | For operator safety, cab doors shall be rear opening (hinged at front). | ___ | ___ |
| 10.6 | Right-hand and left-hand seat shall be woven nylon cloth upholstered, foam cushioned bucket type with torsion suspension mounting and seat belts. | ___ | ___ |

- | | | | |
|-------|---|-----|-----|
| 10.7 | Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors. | ___ | ___ |
| 10.8 | To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure. | ___ | ___ |
| 10.9 | For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light. | ___ | ___ |
| 10.10 | Windshield wiper shall be two speed intermittent with washer. | ___ | ___ |
| 10.11 | Interior of cab shall be lined with acoustical insulation, have Automotive type trim and center console. | ___ | ___ |
| 10.12 | Dash shall be faced with soft molded plastic. | ___ | ___ |
| 10.13 | There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation. | ___ | ___ |
| 10.14 | Sweeper shall have an automatic electronic back-up alarm. | ___ | ___ |
| 10.15 | Sound levels within the cab shall not exceed OSHA standards. | ___ | ___ |
| 10.16 | Cab shall feature opening front opera windows to aid in flow through ventilation. | ___ | ___ |
| 10.17 | Doors and ignition shall be keyed alike. | ___ | ___ |

COMPLY
Yes No

11.0 SIDE BROOMS

- | | | | |
|------|--|-----|-----|
| 11.1 | Side broom shall be hydraulic, direct drive, vertical digger type mounted on right and left sides. | ___ | ___ |
| 11.2 | To provide flexibility for varying sweeping conditions, broom speed shall be variable, (90 RPM to 160 RPM), by operator from cab while moving independent of sweeping speed. | ___ | ___ |
| 11.3 | Broom down pressure shall be adjustable by operator from the cab while sweeping. | ___ | ___ |
| 11.4 | Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire. | ___ | ___ |
| 11.5 | Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping. | ___ | ___ |

COMPLY
Yes No

12.0 MAIN BROOM

- | | | | |
|------|---|-----|-----|
| 12.1 | Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long. | ___ | ___ |
| 12.2 | To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM), by operator from cab while moving independent of seeping speed. | ___ | ___ |
| 12.3 | Broom shall be prefab disposable type, filled with polypropylene. | ___ | ___ |
| 12.4 | Broom shall be double wrapped at both ends. | ___ | ___ |
| 12.5 | Sweeping path shall be not less than 8 feet wide with one gutter broom activated. | ___ | ___ |
| 12.6 | To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed. | ___ | ___ |

COMPLY
Yes No

13.0 CONVEYOR

- | | | | |
|------|---|-----|-----|
| 13.1 | Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity. | ___ | ___ |
| 13.2 | Conveyor shall be reversible in direction without stopping or reversing any broom. | ___ | ___ |
| 13.3 | Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system. | ___ | ___ |
| 13.4 | To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper. | ___ | ___ |
| 13.5 | To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its position and down pressure when a forward direction is resumed. | ___ | ___ |

COMPLY
Yes No

14.0 HOPPER

- | | | | |
|------|--|-----|-----|
| 14.1 | For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. | ___ | ___ |
| 14.2 | Hopper shall dump at varying heights ranging from ground level | ___ | ___ |

through a height of 9-1/2 feet.

- | | | | |
|------|---|-----|-----|
| 14.3 | Hopper shall have a dumping reach of 33 in. forward. | ___ | ___ |
| 14.4 | To extend wear life, tilt arm bearings shall be perma-lube Teflon impregnated composite. | ___ | ___ |
| 14.5 | Dump cycle shall be not more than 60 seconds. | ___ | ___ |
| 14.6 | Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards. | ___ | ___ |

COMPLY
Yes **No**

15.0 WATER SYSTEM

- | | | | |
|------|--|-----|-----|
| 15.1 | Tank capacity shall be not less than 220 U.S. gallons | ___ | ___ |
| 15.2 | Tank shall be constructed of non-rusting material (polyethylene or 7 gauge type 304 stainless steel). Because epoxy lining has the potential to chip and flake off causing clogs in the water system, water tank constructions containing epoxy liners will not be accepted. | ___ | ___ |

STATE TANK CONSTRUCTION: _____

- | | | | |
|------|---|-----|-----|
| 15.3 | Pump shall be twin diagram capable of running dry. | ___ | ___ |
| 15.4 | Water fill gauge shall be visible from normal operating position. | ___ | ___ |
| 15.5 | Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. | ___ | ___ |
| 15.6 | Water fill hose shall be not less than 16'8" in length, equipped with 2-1/2" NSP hydrant coupler. | ___ | ___ |
| 15.7 | Storage basket shall be provided for fill hose. | ___ | ___ |

COMPLY
Yes **No**

16. HYDRAULIC SYSTEM

- | | | | |
|------|---|-----|-----|
| 16.1 | Power shall be provided by shaft and gear driven pumps. | ___ | ___ |
| 16.2 | Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge. | ___ | ___ |
| 16.3 | Test ports shall be a staggered height, including individual ports for sweeping functions, hopper functions and propulsion. | ___ | ___ |
| 16.4 | To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin or filter. | ___ | ___ |

- | | | | |
|-------|---|-----|-----|
| 16.5 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micro filter with cab mounted restriction indicator. | ___ | ___ |
| 16.6 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive to have 10 micro filter with dab mounted restriction indicator. | ___ | ___ |
| 16.7 | To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micro filter located within the fill spout. | ___ | ___ |
| 16.8 | To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted alongside the water radiator. | ___ | ___ |
| 16.9 | Cooler shall be protected by a 125 PSI bypass valve. | ___ | ___ |
| 16.10 | To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type. | ___ | ___ |
| 16.11 | All circuits shall have quick-disconnect check ports. | ___ | ___ |
| 16.12 | A warning indicator shall be supplied to warn operator if the hydraulic oil in the reservoir falls below the acceptable level required. | ___ | ___ |

COMPLY
Yes No

17.0 ELECTRICAL

- | | | | |
|------|---|-----|-----|
| 17.1 | Unitized alternator/regular shall be not less than 120 ampere. | ___ | ___ |
| 17.2 | Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA. | ___ | ___ |
| 17.3 | For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset. | ___ | ___ |
| 17.4 | All lighting shall be D.O.T. approved including combination stop and tail lights, sealed multiple beam headlights, high beam – low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel. Internally illuminated rocker switches, self canceling directional signals, and hazard switch. | ___ | ___ |
| 17.5 | For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "ignition", "Headlight" etc.) | ___ | ___ |
| 17.6 | All terminals shall be properly crimped and splices ultrasonically welded. | ___ | ___ |
| 17.7 | To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing. | ___ | ___ |

- 17.8 All electrical connections shall be sealed with weatherproof, polarized connectors. ___ ___

COMPLY
Yes No

18. CONTROLS

- 18.1 All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left positions. This allows the operator to view all important information from either operating position. ___ ___
- 18.2 The controls shall include all sweep, spray water, and lighting functions. ___ ___
- 18.3 The controls for sweep, spray water (if equipped with a water system), and lighting functions shall be conventional rocker switches. ___ ___
- 18.4 Rocker switches shall be clearly identified by name and international symbol. ___ ___
- 18.5 Hydraulic functions shall be controlled by electric rocker switches. ___ ___
- 18.6 Hopper dump functions shall be controlled by a single “joy” stick that meets the SAE standard. Multiple levers shall not be acceptable. ___ ___

COMPLY
Yes No

19.0 INSTRUMENTS

- 19.1 Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator. ___ ___
- 19.2 An automatic rear view camera with full color 5.6” LCD monitor shall be provided. Camera shall monitor display the area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infrared lamps to allow night vision ___ ___

COMPLY
Yes No

20.0 PAINT

- 20.1 All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane’s are not acceptable. ___ ___

- 20.2 Color shall be color of: Orange _____
- 20.3 Vehicle shall have an accent color of Grey on the lower portions of the unit. _____

COMPLY
Yes No

21.0 MANUALS

- 21.1 A parts' manual shall be provided. _____
- 21.2 An operation manual shall be provided. _____

COMPLY
Yes No

22.0 WARRANTY

- 22.1 Manufacturer's warranty shall be not less than one (1) year on entire vehicle. _____
- 22.2 Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review. _____

COMPLY
Yes No

23.0 SERVICE AND TRAINING

- 23.1 Vendors shall have a full parts and service facility within 15 miles from the City of Town. _____
- State location and distance _____
- 23.2 A qualified technician shall provide complete training. Training shall include safety, operation, maintenance and service. _____

COMPLY
Yes No

24.0 DELIVERY

- 24.1 Sweeper shall be delivered in new operating condition. _____
- 24.2 Acceptance shall be subject to the inspection and approval. _____
- 24.3 Bidder shall state deliver time after receipt of order. _____

COMPLY
Yes No

25.0 REFERENCES

- 25.1 Bidder shall state the length of time in services as an authorized deal _____

for the product being proposed.

COMPLY
Yes No

26.0 QUALITY

26.1 Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

27.0 OPTIONAL ITEMS

The following Optional items shall be included in the final bid price:

Air Conditioning

Automatic Lubrication System

Strobe Light with Guard

Cold Weather Start Aid

AM/FM Radio with CD Player

Air Ride Seats - LH & RH

Right Hand Door with Sliding Window

Spare Drive and Guide Tires/Rims

Service Manual

Extended Warranty – Five (5) Years – Parts & Labor

28.0 EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation.

Additional sheets may be used if required.

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read & Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid 14-19

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

____ (Name)
____ (Company)
____ (Address)
____ (Address)
PHONE _____ FAX _____
EMAIL _____

____ Signature

____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the

City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.